



County

Nassau

Office of Purchasing

**Staff Summary A-34-2015**

Subject : Anti-Climb Anti-Cut Fencing, Furnish and Install (RQPD15000233, S/B 33013-05265-066)	Date: June 26, 2015
Department: Office of Purchasing	Vendor Name: Residential Fences Corporation
Department Head Name: Frank Intagliata	Contract Number A-34-2015
Department Head Signature <i>Frank Intagliata</i>	Contract Manager Name Timothy Funaro

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head	6/29/15	Counsel to C.E.
	Budget	8/5/15	County Atty.
7/1/15	Deputy C.E.	7/1/15	County Exec.

**Narrative**

**Purpose:** To authorize and award a Purchase Order for Anti-Climb Anti-Cut Fencing for the Nassau County Police Department.

**Discussion:** This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where seven (7) vendors were notified electronically of the bid. Minority Affairs was given a copy of the bid. Three (3) bids were received.

**Impact on Funding:** The cost of this purchase will be One Hundred Forty Eight Thousand Seven Hundred Thirty Six Dollars (\$148,736.) from the 2013 Port Security Grant.

**Recommendation:** Office of Purchasing recommend an awarding a purchase order to Residential Fences Corporation as the lowest responsible bidder meeting specifications.

2015 JUL -1 P 2:05  
CLERK OF THE LEGAL  
NASSAU COUNTY  
RECEIVED

COUNTY OF NASSAU  
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

**A-34-2015**

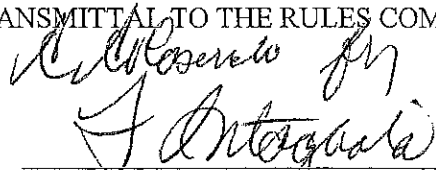
FROM: FRANK INTAGLIATA, COMMISSIONER OF SHARED SERVICES  
OFFICE OF PURCHASING

DATE: JUNE 26, 2015

SUBJECT: RESOLUTION-NASSAU COUNTY POLICE DEPARTMENT

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED THIRTY SIX DOLLARS (\$148,736.00) ON BEHALF OF NASSAU COUNTY POLICE DEPARTMENT TO RESIDENTIAL FENCES CORPORATION WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO FURNISH AND INSTALL ANTI-CLIMB ANTI-CUT FENCING FOR NASSAU COUNTY POLICE DEPARTMENT.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

  
\_\_\_\_\_  
FRANK INTAGLIATA  
COMMISSIONER OF SHARED SERVICES  
OFFICE OF PURCHASING

MS: br

- ENCL:
- (1) STAFF SUMMARY
  - (2) DISCLOSURE STATEMENT
  - (3) RESOLUTION
  - (4) BID SUMMARY
  - (5) BID PROPOSAL
  - (6) CERTIFICATE OF LIABILITY INSURANCE
  - (7) RECOMMENDATION OF AWARD



**TITLE: ANTI-CLIMB ANTI CUT FENCING F&I**

Date JUNE 11, 2015 Urtica C. Gwendolyn Hughes II

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF NASSAU COUNTY POLICE DEPARTMENT AND RESIDENTIAL FENCES CORPORATION.


WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids #33013-05265-066 to furnish and install Anti-Climb Anti-Cut Fencing for Nassau County Police Department as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, RESIDENTIAL FENCES CORPORATION submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

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RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Purchase Order with RESIDENTIAL FENCES CORPORATION.

# FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 33013-05265-066
	<b>COUNTY OF NASSAU</b>  BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING 1 West Street 1 <sup>st</sup> Floor North Entrance MINEOLA, NEW YORK 11501		Dated: Ad. 5/14/2015
			BID OPENING DATE May 26, 2015 11:00 A.M. E.D.S.T.
BUYER Timothy Funaro	TELEPHONE (516) 571-7720	REQUISITION NUMBER RQPD15000233	

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Anti-Climb Anti-Cut Fencing Furnish and Install

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF 0% PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HERewith PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO: Nassau County Police Department Marine Bureau Foot of First Avenue East Rockaway, N.Y. 11501	GUARANTEED DELIVERY DATE <u>15</u> DAYS AFTER RECEIPT OF ORDER
	EMPLOYERS FEDERAL TAX ID NUMBER <u>11-2200015</u>

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER <u>RESIDENTIAL FENCES CORP</u>			
ADDRESS <u>1775 RT 25</u>			
CITY <u>RIDGE</u>	STATE <u>NY</u>	ZIP CODE <u>11961</u>	TELEPHONE <u>631 924-3000</u>
SIGNATURE OF AUTHORIZED INDIVIDUAL <u>[Signature]</u>		PRINT OR TYPE NAME OF SIGNER AND TITLE <u>John J. Gullino, President</u>	

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

## BID TERMS AND CONDITIONS

- Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
- Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
- PRICES The provisions of the New York State Fair Trade Law (Fedor-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
- SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

# RESIDENTIAL FENCES CORP.

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

### REFERENCES

EIN: 11-2200015

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontractson projects up to that number.

1.	Agency/Owner AMNEAL PHARMACEUTICALS	Award Date 9/22/2012	Amount 76,250	Date Completed 9/22/2014
	Contact Person KULKA, LLC	Telephone No. (631) 231-0900	Design Architect and/or Design Engineer	
	Contract No.	Prime or Sub SUB	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable
2.	Agency/Owner GRACE INDUSTRIES, INC. - SKANSKA - FAR ROCKAWAY	Award Date 4/26/2014	Amount 262,926	Date Completed 6/23/2014
	Contact Person STEVE ANDRICH	Telephone No. (516) 336-6720	Design Architect and/or Design Engineer	
	Contract No.	Prime or Sub SUB	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable
3.	Agency/Owner NATIONAL GRID - FAR ROCKAWAY POWER STATION	Award Date 9/30/2014	Amount 86,340	Date Completed 11/5/2014
	Contact Person MARK KAZEMI	Telephone No. (718) 868-7910	Design Architect and/or Design Engineer	
	Contract No.	Prime or Sub PRIME	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable
4.	Agency/Owner LIRR 6085 REL 4 HIGH SECURITY FENCE 6 LOCATIONS	Award Date 8/23/2013	Amount 1,937,809	Date Completed 10/3/2014
	Contact Person MICHAEL KADAN	Telephone No. (718) 558-3430	Design Architect and/or Design Engineer	
	Contract No.	Prime or Sub PRIME	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable
5.	Agency/Owner TOWN OF BABYLON GEIGER PARK	Award Date 1/31/2014	Amount 850,432	Date Completed 11/19/2014
	Contact Person JAMES MANGELLI	Telephone No. (516) 746-2330	Design Architect and/or Design Engineer BROWNE GROUP	
	Contract No.	Prime or Sub PRIME	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable

# LABORERS LOCAL UNION NO. 1298 JOINT APPRENTICESHIP TRAINING FUND

NASSAU & SUFFOLK COUNTIES



1161 LOCUST AVENUE  
BOHEMIA, N.Y. 11718  
Telephone: (631) 218-1376  
Fax: (631) 218-1379



**FUND ADMINISTRATOR**  
ANNALISA C. DeFALCO ESQ.

**TRAINING DIRECTOR**  
STEVEN M. AURIGEMA

**BOARD OF TRUSTEES**

GEORGE F. TRUICKO JR.  
GEORGE S. TRUICKO  
FRANK DAMIANO JR.  
JAMES WINSHIP  
FRANK ALBERTO  
GREGORY W. COUCH  
JASON GOLDEN  
MARC HERBST

Re: Road and Heavy Construction Laborers Local #1298  
Local 1298 Joint Apprenticeship Training Program  
NYS SPONSOR CODE # 01764  
NYS ATP CODE # 18514

March 17, 2015

**TO WHOM IT MAY CONCERN:**

This letter will serve to confirm that Local 1298 Joint Apprenticeship Training Program currently conducts a fully registered and approved New York State "Apprenticeship Training Program for Skilled Construction Craft Laborers" ("ATP"). The ATP is co-sponsored by Local 1298 and all employers/signatory contractors, including but not limited to Residential Fence Corp., to the Local 1298 Working Agreement Covering Wages and Working Conditions, dated June 1, 2012 to May 31, 2022.

Any additional questions should be directed to my attention.

Fraternally yours,

A handwritten signature in cursive script, reading 'Steven M. Aurigema'.

Steven M. Aurigema  
Training Director  
Road & Heavy Construction Laborers' Union Local 1298  
Joint Apprenticeship Training Fund

RICHARD FALASCA, Director

582

# LOCAL 580 EDUCATIONAL FUND



Employer Trustees

HERBERT KOENIG, Co-Chairman  
RANDALL P. MENT  
RANDY RIFELLI

Union Trustees

JAMES MAHONEY, Co-Chairman  
ROBERT BENESH  
JOHN BUSCH  
PETER CREEGAN  
THOMAS MILTON  
PETER MYERS

*Second Floor*

501-507 WEST 42nd STREET • NEW YORK, N.Y. 10036

• (212) 736-1224/1244 •  
• FAX (212) 695-6520 •

March 24, 2015

Residential Fences Corp

To Whom It May Concern:

This letter is to confirm that Local 580 Educational Fund has a three year apprenticeship program which is registered with the State of New York Department of Labor. Residential Fences Corp. has a full CBA with Local 580 Ornamental Ironworkers.

Please see attached NYS Department of Labor letter. If any further information is needed, please feel free to call me at (212) 736-1224.

Sincerely,

RICHARD FALASCA  
DIRECTOR OF EDUCATION

RF/jg





New York State Department of Labor  
Andrew M. Cuomo, Governor  
Peter M. Rivera, Commissioner

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April 21, 2014

Richard Falasca  
Training Director  
Ornamental Ironworkers of NYC- Local #580  
501 West 42<sup>nd</sup> Street, 2<sup>nd</sup> Floor  
New York, NY 10036

**Re: NYS Apprenticeship Program Verification**

Dear Mr. Falasca,

This is in response to a request on April 21, 2014, wherein verification of your Ornamental Ironworker Apprenticeship Program was received. According to our records, the Apprenticeship Program listed below is registered in the Apprenticeship Program with the New York State Department of Labor as indicated:

<u>Sponsor</u>	<u>Program Effective Date</u>	<u>Current Status</u>
Ornamental Ironworkers of NYC- Local #580	3/1/1974	Active

Should you have any questions concerning the above information, please contact my office at  
(212) 775-3347.

Sincerely,

*Carolyn Robinson*

Carolyn Robinson  
Supervisor Apprenticeship Training

6. **SAMPLES** Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
7. **Award** The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
11. **DELIVERIES** Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.
18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
19. Billings for deliveries must be rendered on County claim forms.
20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
22. **GURANTEES BY BIDDER** Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
- (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
- (d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.
- (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
- (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
- (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
- (h) That all deliveries will not be inferior to the accepted bid sample.
23. **LABOR LAWS and ANTIDISCRIMINATION.** Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. **ASSIGNMENT.** The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director, Office of Purchasing

## NOTICE

READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY  
REJECTED

RIGHT TO KNOW LAW AND "OSHA"

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "**MATERIAL SAFETY DATA SHEETS**" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

**FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN  
AUTOMATIC REJECTION OF THE BID.**

IF YOUR PRODUCT **DOES NOT** CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

**CERTIFICATION:**

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED \_\_\_\_\_ DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X   
Signature

John Gulino, President

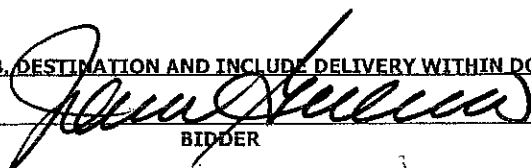
Title

Date

5/26/15

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

  
BIDDER

John Gulino, President

TITLE

APPENDIX EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal state and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, nation origin, sex age, disability or marital status in recruitment, employment, job assignments, promotions, upgrading, demotions, transfer, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgrading, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligation herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employee, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make its best efforts to solicit active participation by "Certified Business" enterprises (as defined in Section 101 of Local Law No. 14-2002).
- (e) The Contractor shall be bounded by the provisions of Section 109 of Local Law No. 14-2002 (entitled "Enforcement").
- (f) The Contractor shall include the provisions of (a) through (e) above in every subcontract providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000) for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Contractor.

The provisions of (a) through (f) above do not apply to: (i) work, goods, or services unrelated to the County Contract or (ii) employment or employment related activities outside of the County.

As used in this Appendix EE the term "County Contract" means (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

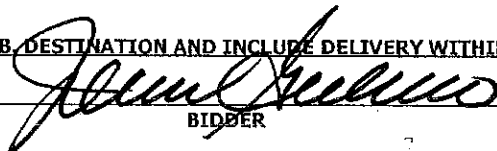
As used in this Appendix EE the term "Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party that is (i) a party to a County Contract (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract.

**NOTE:**

CONSISTENT WITH LOCAL LAW 19-2003, WHICH PROHIBITS THE USE OF COUNTY RESOURCES TO INTERFERE WITH COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY, THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF THE FOLLOWING APPENDIX "U".

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

BIDDER SIGN HERE

  
BIDDER

John Gulino, President

TITLE

APPENDIX U

Local Law No. 19 – 2003

A LOCAL LAW TO PROHIBIT THE USE OF COUNTY RESOURCES TO INTERFERE  
WITH COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY.

BE IT ENACTED by the Nassau County Legislature as follows:

The Miscellaneous Laws of Nassau County are amended by adding a new title to read as follows:

Title 56

COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY

§ 1. Legislative Intent.

This Legislature hereby finds and determines that funds appropriated by the County Legislature for the purchase of necessary goods and services should ultimately be expended solely for the purpose for which they were appropriated and should not be used to deter, or promote union organizing.

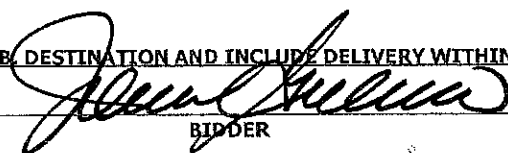
This Legislature also finds that the use of County funds and property to assist, deter or promote union organizing causes conflicts and work interruptions which waste scarce County resources on issues of secondary importance.

This Legislature further finds and determines that where the County expends significant resources for the purchase of goods or the delivery of needed human services, the County's financial interests is advanced by the promotion of non-confrontational procedures which limit the economic and social disruptions associated with collective bargaining disputes. This Legislature also determines that the State of New York has recently enacted amendments to the New York Finance Law to restrict the use of State funds in assisting, deterring or promoting union organizing.

Therefore, the purpose of this law is to protect the County's financial interests in connection with its commitment of economic resources by prohibiting funding of certain forms of labor/management conflict and is not intended to provide an advantage to either labor or management during the conduct of union organization campaigns, nor to express any generally applicable policy regarding labor/management relations.

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§2. Definitions.

As used in this law, the following terms shall have the meanings indicated:

A.) "Assist, Promote or Deter Union Organizing" shall mean any attempt by an employer to influence the decision of its employees in the County of Nassau or those of its subcontractors regarding either of the following:

- 1.) whether to support or oppose a labor organization that represents or seeks to represent those employees; and
- 2.) whether to become a member of any labor organization.

B.) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.

C.) "County Contractor" shall mean any employer that receives more than Fifty Thousand (\$50,000) Dollars in County funds for supplying goods or services pursuant to a written contract with the County of Nassau or any of its agencies; pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement for services provided in any calendar year; or pursuant to a sub-contract with any of the above.

D.) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.

E.) "County Property" shall mean any property or facility owned or leased to or by the County of Nassau or any Nassau County agency or authority.

F.) "Employee" shall mean any person employed by an employer other than a person employed in a supervisory, managerial or confidential position as defined by applicable law.

G.) "Employer" shall mean any individual, corporation, unincorporated association, partnership, government agency or authority, or another legal entity, whether a for profit entity, a not-for-profit entity or a public entity that employs more than one person in the County of Nassau.

H.) "Fair Communication Agreements" shall mean a written agreement requiring the parties to such agreement to refrain from providing employees with false and misleading information regarding the circumstances surrounding their employment.

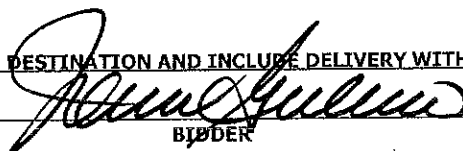
I.) "Human Services Contract" shall mean a County contract, grant or reimbursement of over Fifty Thousand (\$50,000) Dollars for the provision of health, mental health, residential or day treatment services to the mentally ill and developmentally disabled, social services and other care and treatment services of the County.

J.) "Labor Disputes" shall mean any concerted action concerning wages, hours and conditions of employment or concerning the representation of person in negotiating, maintaining changing or seeking to arrange wages, hours and conditions of employment.

K.) "Labor Organization" shall mean an organization of any kind in which employees participate and which exists for the purpose, in whole or in part, of representing employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.

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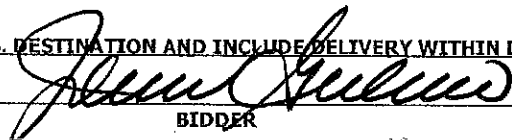
- L.) "Majority Authorization Card Agreement" shall mean a written agreement authorizing the recognition of a labor organization as the exclusive bargaining agent for a bargaining unit based on the presentation of a majority of authorizing cards.
- M.) "Neutrality Agreement" shall mean a written agreement by a County contractor not to participate in or request or otherwise seek to influence, either in writing or orally, the decision of its employees as to whether or not to be represented by a labor organization.
- N.) "Non-Intimidation Agreements" shall mean a written agreement prohibiting the parties from coercing or intimidating employees explicitly or implicitly in selecting or not selecting a bargaining representative.
- O.) "Reasonable Access Agreement" shall mean a written agreement granting a labor organization reasonable access to employees and information necessary to be communicated therewith.

§3. Prohibitions

- A.) A County contractor shall not use any of County funds to assist, promote or deter union organizing.
- B.) No County funds shall be used to reimburse a County contractor for any costs incurred to assist, promote or deter union organizing.
- C.) The County of Nassau shall not use County funds to assist, promote or deter union organizing.
- D.) All County contracts, grant applications, program guidelines and any other relevant documents shall contain the text of the prohibitions in this section.
- E.) No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote or deter union organizing.
- F.) Prior to the award of a County contract or grant, and/or prior to authorization to participate in a County program, the potential awardee, recipient, and or program participant, as the case may be, shall provide a certification, subscribed by such awardee, recipient and or program participant and affirmed by said person as true under the penalties of perjury to the County agency or authority involved that none of the funds shall be used to assist, promote or deter union organizing.
- G.) Every request for payment of County funds by a County contractor shall include a certification, subscribed to by such person seeking reimbursement and affirmed by said person as true under the penalties of perjury, that the contractor is not seeking reimbursement for costs incurred to assist, promote or deter union organizing.
- H.) Every County Department, Agency, Authority or Office shall require those seeking County contracts, grants, awards, program participation and/or County reimbursement to certify and affirm as true under the penalty of perjury that such entities will take all action necessary to ensure that County funds are not used to assist, promote or deter union organizing.
- I.) Any County contractor who makes expenditures or incurs costs to assist, promote or deter union organizing shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. Such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Attorney, upon request.

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§ 4. Accounting.

Each County contractor shall account for funds spent on assisting, deterring or promoting union organizing activities as follows:

- A.) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.
- B.) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro rata basis to all expenditures by the recipient that support the program for which the grant is awarded.
- C.) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro rata basis derived from the interplay of paragraphs (A) and (B) of this section.
- D.) Any expense, including legal and consulting fees and salaries of supervisor and employees, incurred for research for, or preparation, planning or coordination of, carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

§ 5. Applicability.

- A.) This law shall apply to any contracts awarded on or after the effective date of this law.
- B.) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:
- 1.) addressing a grievance or negotiating or administering a collective bargaining agreement;
  - 2.) allowing a labor organization or its representative's access to the employer's facility or property;
  - 3.) performing an activity required by Federal or State law or by a collective bargaining agreement; and
  - 4.) negotiating, entering into or carrying out a voluntary recognition agreement with a labor organization.

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§ 6. Implementation.

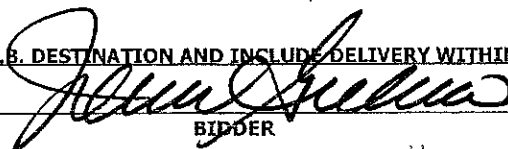
Every Nassau County Department, Agency; Authority or Office shall:

- 1.) Include in all bid documents, County grant applications, County program guidelines and County reimbursement documents, a statement informing potential and actual County contractors that the efficient, timely and non-disruptive provision of goods and services sought by such Department, Agency, Authority or Office is a paramount financial interest of the County of Nassau and as such the County expects the potential County contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes. The statement shall also inform the potential and actual County contractors that such non-confrontational procedures may include, but are not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements and reasonable access agreements.

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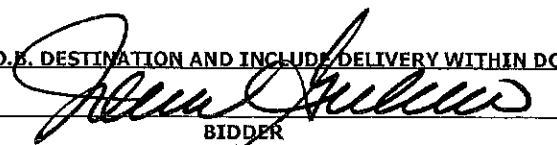
- 2.) Require County contractors and those seeking County contracts, to certify and affirm as true under the penalty of perjury:
- a.) that such contractor will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
  - b.) that such contractor will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
  - c.) that such contractor will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
  - D.) that such contractor understands its obligation to limit disruptions caused by pre-recognition labor disputes through the adoption of non-confrontational procedures for the resolution of pre-recognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
  - e.) that such contractor has and will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely and quality provision of goods and services to the County. The contractor shall include a list of said procedures in such certification.
- 3.) Ensure that every County contract for the provision of services, when such services will be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.
- 4.) Ensure that every County contract for the provision of human services, when such services are not to be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt, at the least, a neutrality agreement.

§ 7. Penalties.

- A) A County contractor who expends funds and/or obtains reimbursement for funds spent in violation in Section 3 or 4 of this law shall be liable for any funds so expended plus a civil penalty equal to twice the amount of those funds. Such penalty shall not be paid by the contractor from any other County funds. In addition, said County contractor shall be prohibited from bidding on County contracts for a period of five (5) years from the final determination of a violation, either by administrative action or judicial action.
- B.) An employer that violates Section 3 of this law, shall also be liable for a civil penalty equal to One Thousand (\$1,000) Dollars per employee per meeting. Such penalty shall not be paid by the employer from any other County funds.
- C.) Any public official who knowingly authorizes the use of County funds in violation of Section 3 of this law, shall be liable to the County for those funds.

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Section 8. Enforcement.

- A) A civil action for a violation of this law may be brought by the County Attorney's office for injunctive relief, damages, civil penalties and other appropriate equitable relief.
- B.) All damages and civil penalties collected pursuant to this law shall be paid to the general fund of the county;
- C.) Any Labor Organization may file a complaint with the Nassau County Department of Labor or the Nassau County Attorney's office alleging violations of this law. Said complaint shall be promptly investigated and a written response shall be issued to the complaining Labor Organization.

§ 9. Rules and Regulations.

The Department of Labor shall promulgate such rules and regulations as it deems necessary and appropriate for the implementation and enforcement of any provision of this law.

§ 10. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

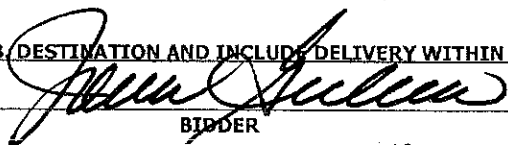
§ 11. Effective Date.

This law shall take effect on the later of March 1, 2004 or upon the filing with the Office of the Secretary of State.

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**INDEMNIFICATION:**

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

**DEFINITIONS:**

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

**IMPORTANT**

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M.** LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

**PARTICIPATION BY POLITICAL SUBDIVISIONS:** The successful vendor agrees that all political subdivisions of New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

**INTENT**

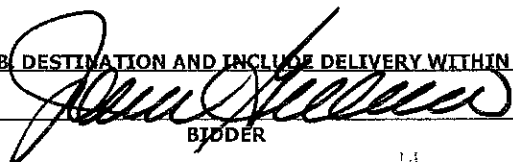
**SCOPE:** It is the intent of the County of Nassau to properly describe by these specifications and terms an adequate method of providing: **Anti-Climb Anti-Cut Fencing Furnish Install.**

**PURPOSE:** The purpose of this bid is to establish a price structure on which items and/or services listed herein will be purchased at once by Purchase Order.

**AWARD:** Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

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**DELIVERY:** Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made 15 Days Days A/R/O.

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries. Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

**BILLING:** Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

**PAYMENT:** A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

\*\*\*\*\*VENDOR CLAIM CERTIFICATION\*\*\*\*\*

If a claim voucher is not being submitted, the following certification **MUST** appear on the invoice:

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

\_\_\_\_\_  
Claimant Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
By Signature

\_\_\_\_\_  
Title

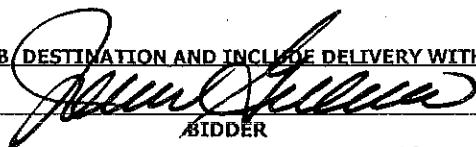
CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

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**INSPECTION:** Bidders should be aware of Inspection and Delivery requirements as stipulated.

**PRICE DISCREPANCY:** In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

**RETENTION OF BID:** Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

**METHOD OF BIDDING:** Please submit unit price in the appropriate column.

**SAMPLES:** Samples, when required, must be submitted strictly in accordance with instructions **otherwise the bid may not be considered**. If samples are requested subsequent to bid opening, they shall delivered within five (5) business days of the request for the bid to be considered. Samples must be furnished free of charge and must be accompanied by descriptive memorandum indicating if the bidder desires their return, also specifying the address to which they are to be returned, provided they have not been used or made useless by testing. Award samples may be held for comparison with deliveries. Samples will be returned at bidders' request and expense.

**MINIMUM ORDERS:** There will be many County Agencies ordering from Blanket Orders. Therefore, **NO MINIMUMS SHALL BE APPLIED TO THIS BID.**

**TAX PROVISION:** Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

**SPECIFICATIONS:** Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting there-from shall not be construed as qualification of the specifications of this bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.

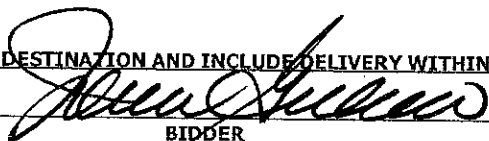
**PRODUCT IDENTIFICATION:** If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

**PROTECTION FROM CLAIM AGAINST "OR EQUAL":** In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

**ALTERNATIVE ITEM:** In submitting a bid on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the County. If a bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described. Consideration of the alternate shall be at the sole discretion of the Director. **MORE THAN ONE (1) BID ON EACH ITEM WILL NOT BE CONSIDERED, UNLESS OTHERWISE SPECIFIED BY THE COUNTY.**

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**EQUIVALENT BIDS:** Bidders may offer a product of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a manufacturer, brand, make or catalog designation in specifying items described herein does not restrict or preclude bidders from offering equivalent or better product bids. Such a designation is used only to indicate the character, quality and minimum performance desired. Equal or better product bids are permissible. A bidder submitting an equal or better product shall, at his own cost and expense be responsible for submitting proof and/or a demonstration of equivalence, compatibility and performance. However, acceptance of an equivalent product shall be strictly at the discretion of the Director. Any omission of the term "or equal" in any specific bid item listing should be disregarded by the bidder. All bidders shall have an absolute right to submit "equivalent" bids notwithstanding any other provision of the bid specifications.

**WARRANTY:** The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

*IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.*

*Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.*

BIDDER SHALL STATE WARRANTY PERIOD: 1 Year

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE: NA

**REPLACEMENT PARTS:** The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, and must match and inter-member without modification with the equipment and systems indicated.

**NON-ASSIGNMENT:** In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

**REDUCTION IN PRICES:** If an award is made, the Contractor agrees, should prices be reduced to the general trade during the requirement period, the County shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the Purchasing Department of such price reductions.

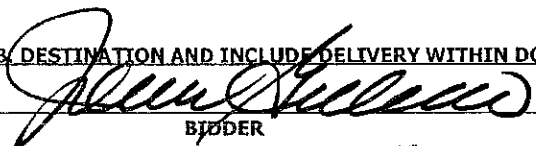
**PRICE PROTECTION:** Bidders are required to state period of price protection (in terms of days) after the bid opening.

STATE PRICE PROTECTION PERIOD: 30 DAYS AFTER BID OPENING

**NEW YORK STATE PRICES:** Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

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**GENERAL INSTRUCTIONS:** All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT, CROSS-OUTS OR LIFT-OFF TAPE** **MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when placed in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Contractor agrees to indemnify and hold harmless Nassau County, its agents, officers and employees against any and all claims, demands, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from, arising out of or caused by Contractor's activities pursuant to this agreement or from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers or employees in any such suit, action or other legal proceeding.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

**ABSOLUTELY NO MINIMUM ORDERS** shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

**Federal Exemption Number: A-109538**

**State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

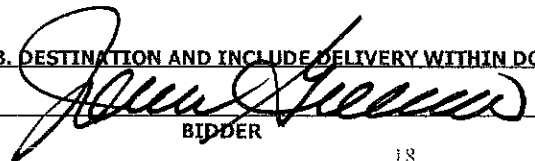
The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

~~Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.~~

Bid document must be signed by proprietor, partner or corporate officer.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

BIDDER SIGN HERE

  
BIDDER

John Gulino, President

TITLE

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

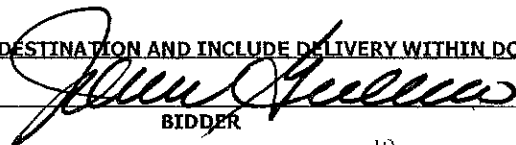
Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 5 for further details.

**VENDOR RESPONSIBILITY CRITERIA:** The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

**EXTENSION OF PRICE:** It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.  
60 days.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

  
BIDDER

John Gulino, President

TITLE



**INSURANCE AND WORKERS COMPENSATION:** The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

**COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS:** The Contractor agrees to indemnify and hold harmless the County of Nassau, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers, or employees in any such suit, action or legal proceeding.

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

Bidder shall list below the Insurance Company(s) holding the following documents:

A) Certificate of Insurance name the County of Nassau as co-insured:

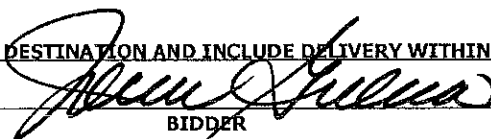
Or

B) Certificate of Insurance with indemnification agreement (hold harmless clause):

**PRODUCT LIABILITY INSURANCE:** The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars (\$1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

BIDDER SIGN HERE

  
BIDDER

John Gulino, President

TITLE

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

- [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- [2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- [3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 26<sup>th</sup> day of May, 20 15 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor:

RESIDENTIAL FENCES CORP

Address:

1775 Rt 25

Street:

City, Town, etc:

RIDGE NY 11961

Telephone:

631 924 3011

FAX

631 924 3275

If applicable, responsible Corporate Officer

John Gulino, President

Name

Title

Signature:

[Signature]

Sign Here

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

[Signature]  
BIDDER

John Gulino, President

TITLE

**IMPORTANT NOTE:** The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

**EVALUATION:**

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he is bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

**RECORD RETENTION:** Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

**Governing Law:** Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

\*\*\*\*\*

**Ordinance # 72-2014**

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar (\$125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar (\$275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance.

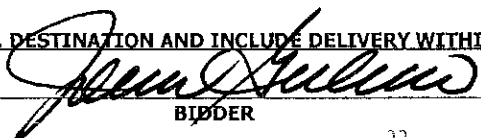
Further details about the registration process may be found at

<https://eproc.nassaucountyny.gov/SupplierRegister>

\*\*\*\*\*

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

BIDDER SIGN HERE

  
BIDDER

John Gulino, President

TITLE

Vendors may contact Detective Lieutenant Kenneth Strigaro at (516) 573-7500 for more information.

The Nassau County Police Department is requesting qualified bidders to provide a high security, anti-climb, anti-cut fencing system to be installed around the perimeter of its Marine bureau facility located at the foot of 1<sup>st</sup> Avenue, East Rockaway, NY 11518. This fencing system will consist of approximately 1600 linear feet of expanded metal fence and include two (2) gates. One gate will be an approximately 30 foot wide slide gate (power operated) for vehicular access and the second gate will be approximately a four (4) foot pedestrian entrance. The fencing system will be supporting advanced intrusion detection equipment (supplied by a 3<sup>rd</sup> party) and will require special considerations regarding some terminal and line posts during installation (see below). The vendor will be responsible for all aspects of the furnishing/ installation with the exception of the tying into electrical panel at the building, and delivering a fully functioning fencing system to the Department

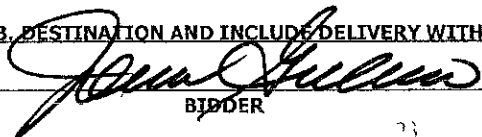
**Requisition  
RQPD15000233**

**Fencing Contractor Requirements**

- The fencing material must be expanded metal or equivalent. No chain link material will be accepted.
- Fencing material must be constructed such to prohibit finger holds for climbing and deter cutting.
- All line and terminal posts are to be set in a minimum 3000 psi concrete footing, 1 ft wide x 3 ft deep.
- All terminal and line posts are to be a minimum 3 in OD galvanized with pressed steel galvanized dome caps to seal out moisture.
- Upon bid award, vendor will consult with the Police Departments security vendor to identify the exact locations of the sixteen (16) terminal and/or line posts that will be 13 ft above grade
- All top, bottom and middle rails must be galvanized material (minimum 2 in OD or equivalent) adequate to support the expanded metal material. Top and bottom rails are to be installed 8 in below the top of the fence mesh and 8 in above the bottom of the mesh
- The fence must be secured to the rail system (top, bottom, middle) every 12 in with galvanized clamps/strapping utilizing anti-tamper security hardware.
- Install (1) 30 ft. wide slide gate, with expanded metal fencing material attached to it.
- All gate posts are to be 4 in OD galvanized material with pressed steel galvanized dome caps to seal out moisture, mounted in 1 ft x 3 ft minimum, 3000 psi concrete footing
- The gate opener must be mounted on a concrete pad that extends 3 ft. into the ground and 3 ft above the ground for flood mitigation.
- The gate opener must not be chain driven due to the harsh environmental conditions it will be exposed to
- The gate opener must be equipped with a vehicle loop detection system installed and wired for safety and free exit access, base extension kit and snow brush/scrape kit, and a minimum of 2 remote control openers.
- One (1) gooseneck pedestal for mounting card reader/ access control must be provided and installed. Card reader/access control equipment will be provided by 3<sup>rd</sup> party. A 1 in conduit from gooseneck pedestal to gate opener must be provided during installation.

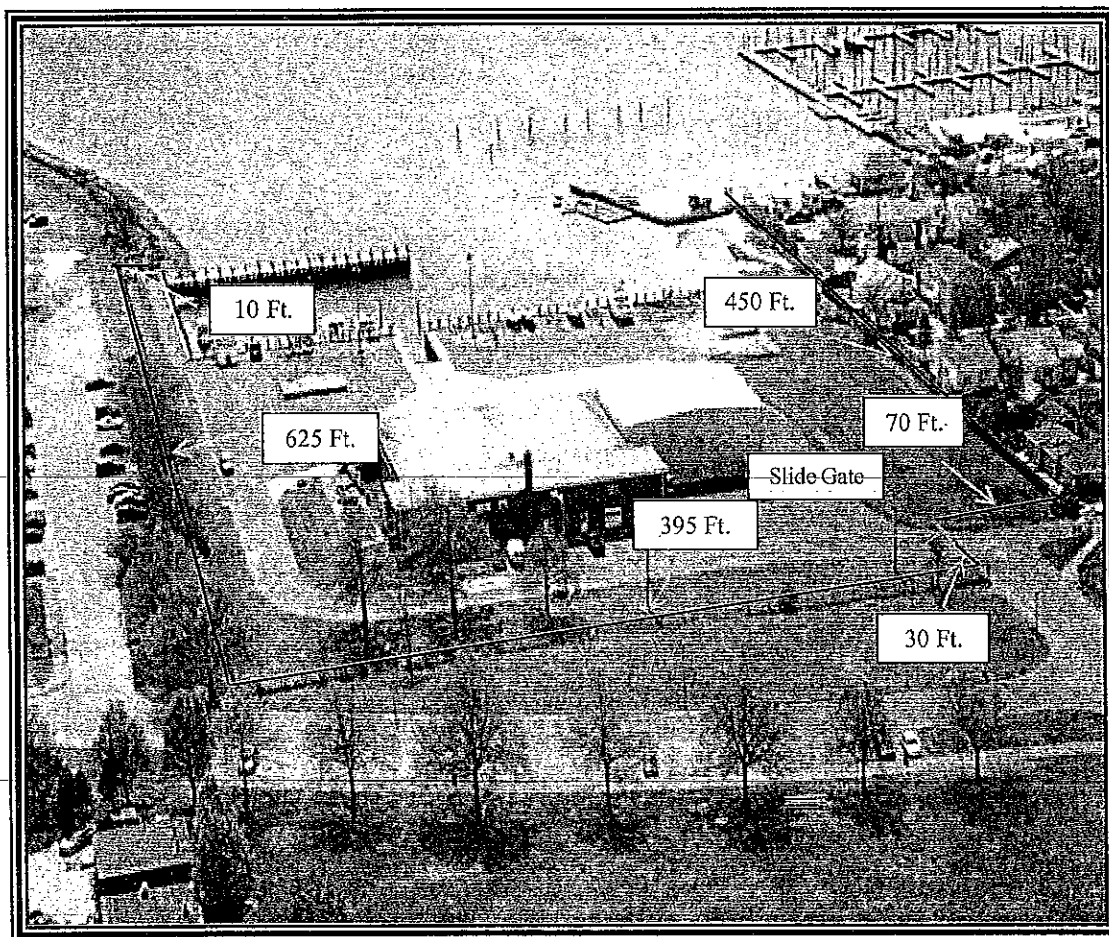
**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

BIDDER SIGN HERE

  
BIDDER

John Gulino, President  
TITLE

- The fencing vendor will be responsible to provide conduit runs from buildings electrical room to the gate. A conduit for the electrical lines, and a separate conduit for the communications controls. The fencing vendor will be responsible for all aspects of wiring the gate opener and support the final electrical wiring and testing of operation. The Department will be responsible for providing adequate electric power and installation at the electric panel.
- The fencing vendor will be required to provide all required documentation and support to the Departments security vendor for remote access.



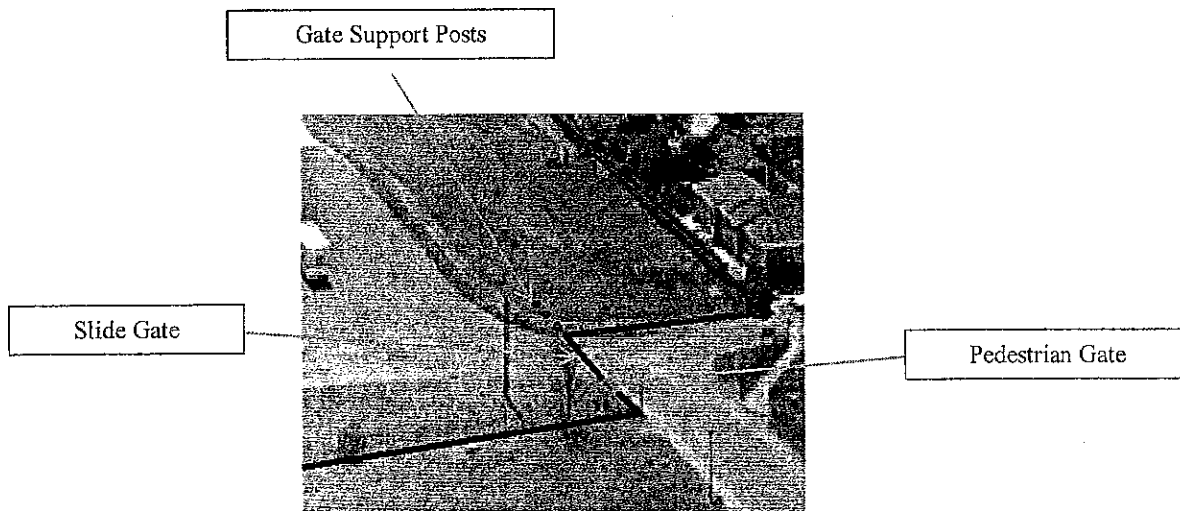
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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*John Gulino*  
BIDDER

John Gulino, President  
TITLE

Fence Drawing



Gate detail

\$148,736.<sup>00</sup>

This is a turnkey project the award winning vendor will supply Labor, Tools, Equipment and Supplies to complete the project. The awarding vendor will clean up work site and return to original condition.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

*John Gulino*  
BIDDER

John Gulino, President  
TITLE

Edward P. Mangano  
COUNTY EXECUTIVE



Michael R. Schlenoff  
DIRECTOR OF  
PURCHASING & CONTRACTS

**OFFICE OF PURCHASING**

1 West Street  
Mineola, NY 11501  
(516) 571-7720  
Fax (516) 571-4263

**AMENDMENT NO. 1**

**FORMAL SEALED BID NO 33013-05265-066**

**FOR: Anti-Climb/Anti-Cut Fencing**

**ISSUED: May 14, 2015**

**OPENING: May 26, 2015**

**TO ALL BIDDERS:**

- 1) Prospective Bidders are hereby informed that the above Formal Sealed Bid is hereby changed as follows:
  - A) This formal sealed bid has been postponed until June 04, 2015 at 11:00 AM E.D.S.T.
  - B) Formal Sealed Bid Number should read 33013-05265-066
  - C) Add to specifications the following:

**DESCRIPTION**

- A. Section includes specifications for expanded metal mesh fence.

---

**REFERENCE STANDARDS**

- A. ASTM International (ASTM):
  1. A36 Specification for Carbon Steel.
  2. A123 Standard Specification for Zinc (Hot Galvanized) Coatings on Iron and Steel Products
  3. A1011 Standard Specification for Steel, Sheet and Strip, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength
  4. F626 Standard Specification for Fence Fittings
  5. F1083 Standard Specification for Pipe, Steel, Hot-Dipped Zinc Coated (Galvanized) Welded, for Fence Structures
  6. F1267 Standard Specification for Metal, Expanded Steel

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**FENCE SPECIFICATIONS**

- A. Secura Expanded Mesh Fence System as manufactured by Alabama Metal Industries Corporation (AMICO) of Birmingham, AL, or Department approved equal.
- B. Fabric: ASF.50-13R. Carbon HSLA steel conforming to ASTM A1011. Hot dip galvanized per ASTM F1267. Sheet steel slit and stretched into a rigid, open mesh diamond shape openings.
  1. Maximum carbon content of 0.15 percent

2. Tensile strength shall be at least 40,000 psi with typical yield point of 38,000psi

3. Mesh Strand: Width, 0.096 inch; Thickness, 0.092 inch

C. Mesh Configuration:

1. Mesh diamond width: 0.50 inch by 1.20 inch long bond to bond with 24 diamonds per lineal foot

2. Mesh size opening: Width 0.313 inch by 0.938 inch long allowing 58 percent open area

D. Panel Height: Finished fence height shall be 8 feet. Panel height shall be 10 feet maximum. Panel width shall be 4 ft. Short way of diamond shall run horizontally.

2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.

3) A copy of this Amendment must be signed by the Bidder and attached to his bid.

OFFICE OF PURCHASING

Frank Intagliata  
Commissioner of Shared Services



JOHN GULINO, PRES.

ACKNOWLEDGEMENT OF ADDENDUM #1



Edward P. Mangano  
COUNTY EXECUTIVE



Michael R. Schlenoff  
DIRECTOR OF  
PURCHASING & CONTRACTS

**OFFICE OF PURCHASING**

1 West Street  
Mineola, NY 11501  
(516) 571-7720  
Fax (516) 571-4263

**AMENDMENT NO. 2**

**FORMAL SEALED BID NO 33013-05265-066**

**FOR: Anti-Climb/Anti-Cut Fencing**

**ISSUED: May 14, 2015**

**OPENING: May 26, 2015**

**TO ALL BIDDERS:**

- 1) Prospective Bidders are hereby informed that the above Formal Sealed Bid is hereby changed as follows:
- 
-

A) Add to Formal Bid terms the following:

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: RESIDENTIAL FENCES CORP.  
Address: 1775 ROUTE 25  
City, State and Zip Code: RIDGE, NY 11961
2. Entity's Vendor Identification Number: 11-2200015
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)
4. List names and addresses of all principals: that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

John Gulino	President	82 Woodlot Rd, Ridge, NY 11961
Joseph Gulino	Vice President	96 Woodlot Rd, Ridge, NY 11961
Anthony Gulino	Secretary	84 Woodlot Rd, Ridge, NY 11961
Michael Gulino	Treasurer	30 Woodlot Rd, Ridge, NY 11961
Mario Gulino	Vice President	28 Woodlot Rd, Ridge, NY 11961

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

John Gulino	President	82 Woodlot Rd, Ridge, NY 11961
Joseph Gulino	Vice President	96 Woodlot Rd, Ridge, NY 11961
Anthony Gulino	Secretary	84 Woodlot Rd, Ridge, NY 11961
Michael Gulino	Treasurer	30 Woodlot Rd, Ridge, NY 11961
Mario Gulino	Vice President	28 Woodlot Rd, Ridge, NY 11961

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

LASER INDUSTRIES INC. IS A FULLY OWNED SUBSIDIARY OF  
RESIDENTIAL FENCES CORP.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State).

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6/6/15

Signed:



Print Name:

JOHN GULINO

PRESIDENT

Title:

## PRINCIPAL OFFICERS

<u>Name</u>	<u>Title</u>	<u>Years</u>	<u>Responsibilities</u>
John Gulino 82 Woodlot Road Ridge, NY 11961	President	39	Finances, Banking, Bonding, Office Management, Office Personal, Commercial Bids and Estimating
Joseph Gulino 96 Woodlot Road Ridge, NY 11961	Vice President	37	Scheduling, Installation Personal, Customer Service, Job Site Supervision, Installations
Anthony Gulino 84 Woodlot Road Ridge, NY 11961	Secretary	28	Estimating, Bidding, Sales, Job Site Inspections, Supervision
Michael Gulino 30 Woodlot Road Ridge, NY 11961	Treasurer	28	Job Supervision, Scheduling, Installations, Customer Service, Personal Management
Mario Gulino 28 Woodlot Road Ridge, NY 11961	Vice President	24	Job Supervision, Estimating, Sales, Customer Service, Scheduling, Quality Control

---

The term lobbying shall mean any attempt to influence; any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission, any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.

3) A copy of this Amendment must be signed by the Bidder and attached to his bid.

OFFICE OF PURCHASING

Frank Intagliata  
Commissioner of Shared Services

Edward P. Mangano  
COUNTY EXECUTIVE



Michael R. Schlenoff  
DIRECTOR OF  
PURCHASING & CONTRACTS

**OFFICE OF PURCHASING**

1 West Street  
Mineola, NY 11501  
(516) 571-7720  
Fax (516) 571-4263

**AMENDMENT NO. 2**

**FORMAL SEALED BID NO 33013-05265-066**

**FOR: Anti-Climb/Anti-Cut Fencing**

**ISSUED: May 14, 2015**

**OPENING: May 26, 2015**

**TO ALL BIDDERS:**

- 1) Prospective Bidders are hereby informed that the above Formal Sealed Bid is hereby changed as follows:

A) Add to Formal Bid terms the following:

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: LASER INDUSTRIES, INC  
Address: 1775 ROUTE 25  
City, State and Zip Code: RIDGE, NY 11961
2. Entity's Vendor Identification Number: 11-2645901
3. Type of Business: Public Corp Partnership Joint Venture  
Ltd. Liability Co ☒ Closely Held Corp Other (specify)
4. List names and addresses of all principals: that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

John Gulino	President	82 Woodlot Rd, Ridge, NY 11961
Joseph Gulino	Vice President	96 Woodlot Rd, Ridge, NY 11961
Anthony Gulino	Secretary	84 Woodlot Rd, Ridge, NY 11961
Michael Gulino	Treasurer	30 Woodlot Rd, Ridge, NY 11961
Mario Gulino	Vice President	28 Woodlot Rd, Ridge, NY 11961

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

John Gulino	President	82 Woodlot Rd, Ridge, NY 11961
Joseph Gulino	Vice President	96 Woodlot Rd, Ridge, NY 11961
Anthony Gulino	Secretary	84 Woodlot Rd, Ridge, NY 11961
Michael Gulino	Treasurer	30 Woodlot Rd, Ridge, NY 11961
Mario Gulino	Vice President	28 Woodlot Rd, Ridge, NY 11961



6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

LASER INDUSTRIES INC. IS A FULLY OWNED SUBSIDIARY OF  
RESIDENTIAL FENCES CORP.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State).

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6/6/15

Signed:



Print Name:

JOHN GULINO

Title:

PRESIDENT

Edward P. Mangano  
COUNTY EXECUTIVE



Michael R. Schlenoff  
DIRECTOR OF  
PURCHASING & CONTRACTS

**OFFICE OF PURCHASING**

1 West Street  
Mineola, NY 11501  
(516) 571-7720  
Fax (516) 571-4263

**AMENDMENT NO. 3**

**FORMAL SEALED BID NO 33013-05265-066**

**FOR: Anti-Climb/Anti-Cut Fencing**

**ISSUED: May 14, 2015**

**OPENING: May 26, 2015**

**TO ALL BIDDERS:**

- 1) Prospective Bidders are hereby informed that the above Formal Sealed Bid is hereby changed as follows:
  - A) This formal Sealed bid has been postponed until June 11, 2015 @ 11:00 AM E.D.S.T.
  - B) Add to specification the following revised specifications

**DESCRIPTION**

- A. Section includes specifications for expanded metal mesh fence.

**REFERENCE STANDARDS**

**A. ASTM International (ASTM):**

1. A36 Specification for Carbon Steel.
2. A123 Standard Specification for Zinc (Hot Galvanized) Coatings on Iron and Steel Products
3. A1011 Standard Specification for Steel, Sheet and Strip, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength
4. F626 Standard Specification for Fence Fittings
5. F1083 Standard Specification for Pipe, Steel, Hot-Dipped Zinc Coated (Galvanized) Welded, for Fence Structures
6. F1267 Standard Specification for Metal, Expanded Steel

**FENCE SPECIFICATIONS**

- A. Secura Expanded Mesh Fence System as manufactured by Alabama Metal Industries Corporation (AMICO) of Birmingham, AL, or Department approved equal.
- B. Fabric: ASF.50-13R. Carbon HSLA steel conforming to ASTM A1011. Hot dip galvanized per ASTM F1267. Sheet steel slit and stretched into a rigid, open mesh diamond shape openings.
  1. Maximum carbon content of 0.15 percent
  2. Tensile strength shall be at least 40,000 psi with typical yield point of 38,000psi
  3. Mesh Strand: Width, 0.096 inch; Thickness, 0.092 inch

C. Mesh Configuration:

1. Mesh diamond width: 0.50 inch by 1.20 inch long bond to bond with 24 diamonds per lineal foot

2. Mesh size opening: Width 0.313 inch by 0.938 inch long allowing 58 percent open area

D. Panel Height: Finished fence height shall be 8 feet. Panel height shall be 10 feet maximum. Panel width shall be 4 ft. Short way of diamond shall run horizontally.

E. Posts: Posts shall comply with ASTM F1083.

1. Posts: Round, 3 inch nominal diameter, Schedule 40 pipe, 3.65 lbs/ft standard weight, and a wall thickness of 0.154 inches. Each post shall have a cap to seal out moisture

2. Post Cap: Pressed steel dome cap

3. Base Plates and Miscellaneous Hardware: ASTM A36/A36M

F. Top and Bottom Rails: Rails shall comply with ASTM F1083. Round, 2 inch outside diameter (1-7/8 inch nominal), Schedule 40 pipe, 2.28 lbs/ft standard weight, and a wall thickness of 0.140 inches. All rails shall be cut between and securely fastened to the posts using the proper sized 11 gage line rail clamps.

G. Fasteners and Fittings: Manufacturer fittings or equal.

1. Fittings: "No Access Fittings", hot dip galvanized heavy pressed steel construction conforming to ASTM F626

2. Bands: Secura Bands: 11 GA by 1 inch steel with 3 inch neck and slotted hole

3. Clamps: Secura Clamps: 11 GA by 1 inch steel with 2 slotted holes

4. Back Straps: Secura Back Straps: 11 GA by 1 inch steel with 2 slotted holes

5. Bolts: Hot dip galvanized carriage bolts 3/8 inch by 2 inch to secure fittings. Tighten securely and peen or scarf threads to prevent removal

H. Gate Hardware: Hinges, latches, drop rods, as needed, shall be hot dipped galvanized steel and sized to assure proper gate operation. Finish to match the fabric.

**CONCRETE**

A. Concrete: Concrete shall conform to 3000 psi, Cast-In-Place Concrete.

**SHOP FINISHES**

A. Zinc: Hot dipped galvanize posts and expanded metal mesh after fabrication in accordance with ASTM A123. Coating Thickness: Minimum 90 microns

**INSTALLATION**

A. Concrete Footings: Drill or dig holes for post footings in firm, undisturbed or compacted soil. Size footings in accordance with specifications listed in this bid document. Trowel tops of footings and slope or dome to direct water away from posts. Slope, do not dome, in pedestrian paving.

B Fabric Panel to Post Attachment:

1. Attach panels to posts with bands or equivalent mounting hardware sized to fit posts and spaced per manufacturer's recommendation

2. To each terminal post, lap fence fabric over one half the width of the post to prevent any open space between the post and the fabric

3. To each line post with the cant side of the fence fabric oriented in the same the same direction. Overlap fabric panels a minimum of three diamonds. Secure fabric panel to line posts using a minimum of seven (7) clamps, evenly spaced, per post with one above the top rail and one below the bottom rail

4. Panels shall be placed within 2 inches of ground. High points which interfere with the placing of mesh panels shall be excavated to provide the clearance indicated on the bid.

C. Posts: Set in concrete footings, plumbed vertical. Post depth and spacing as indicated on the bid document. Space posts at lesser distance between centers to compensate for terrain variation such as sharp variations in incline or decline.

D. Horizontal Rails: Install top rail 8 inches below the top of mesh. Install bottom rail 8 inches above the bottom of mesh. Secure rail to post with rail clamps.

E. Fabric to Horizontal Rail Attachment: Extend fabric 8 inches above top of rail. Extend fabric 8 inches below bottom of rail. Attach expanded metal mesh fabric to horizontal rail using 2 inch clamps. Use a minimum of six (6) clamps per rail per panel. Evenly space clamps between posts.

F. Panel to Panel Attachment: Overlap fabric a minimum of three diamonds. Fasten using a minimum of six (6) back straps, evenly space, with one above the top rail and one below the top rail.

## REPAIR

- A. Welded and abraded areas of galvanized surfaces shall be wire brushed and repaired with 2 coats of cold galvanized compound.
- B. Repair abraded or damaged powder-coated per manufacturer's instructions and to the satisfaction of the Department.

## GATE OPERATOR

### GENERAL

Prior to installation of gate operator, the following must be observed:  
(per UL 325.51.8.4).

A. Install the vehicular gate operator only when:

- 1) The Vehicular Gate Operator is appropriate for the construction of the gate and the usage class of the gate.
- 2) All openings of a horizontal slide gate are guarded or screened from the bottom of the gate to a minimum of 4 feet (1.2 m.) above the ground to prevent a 2 1/4 inch (57.15 mm.) diameter sphere from passing through the openings anywhere in the gate, and in that portion of the adjacent fence that the gate covers in the open position.
- 3) All exposed pinch points are eliminated or guarded.
- 4) Guarding is supplied for exposed rollers.

B. The Vehicular Gate Operator is intended for installation only on gates used for vehicles. Pedestrians must be supplied a separate access opening.

C. The gate must be installed in a location so that enough clearance is supplied between the gate and adjacent structures when opening and closing to reduce the risk of entrapment. Swinging gates shall not open into public access areas.

D. The gate must be properly installed and work freely in both directions prior to the installation of the Vehicular Gate Operator. Do not over-tighten the operator clutch to compensate for a damaged gate.

E. Controls must be far enough from the gate so that the user is prevented from coming in contact with the gate while operating the controls. Controls intended to be used to reset a Vehicular Gate Operator after 2 sequential activations of the entrapment protection device or devices must be located in the line-of-sight of the gate.

Outdoor or easily accessible controls shall have a security feature to prevent unauthorized use.

F. All warning signs and placards must be installed where visible in the area of the gate.

G. For Vehicular Gate Operators utilizing a noncontact sensor in accordance with 30A.1.1 Type B1 non-contact sensor (photo electric sensor or the equivalent).

- 1) See instructions on the placement of noncontact sensors for each type of application.
- 2) Care shall be exercised to reduce the risk of nuisance tripping, such as when a vehicle, trips the sensor while the gate is still moving, and.
- 3) One or more non-contact sensors shall be located where the risk of entrapment or obstruction exists, such as the perimeter reachable by a moving gate or barrier.

H. For a Vehicular Gate Operator utilizing a contact sensor in accordance with 30A.1.1

1) One or more contact sensors shall be located at the leading edge, trailing edge, and post mounted both inside and outside of a vehicular horizontal slide gate.

2) One or more contact sensors shall be located at the bottom edge of a vehicular vertical lift gate.

3) One or more contact sensors shall be located at the pinch point of a vehicular vertical pivot gate.

4) A hardwired contact sensor shall be located and its wiring arranged so that the communication between the sensor and the vehicular gate operator is not subjected to mechanical damage.

5) A wireless contact sensor such as one that transmits radio frequency (RF) signals to the vehicular gate operator for entrapment protection functions shall be located where the transmission of the signals are not obstructed or impeded by building structures, natural landscaping or similar obstruction. A wireless contact sensor shall function under the intended end-use conditions.

#### **GATE OPERATOR SPECIFICATIONS**

- A. The gate opener must be of industrial grade construction, capable of effectively operating a 30 foot wide slide gate specified in this bid. The opener must be a HySecurity SlideDriver 50VF2/3 or Department approved equivalent.
- B. Must operate in a continuous duty cycle, support a gate weight up to 5000 lb., minimum 2 hp. Motor, wheel drive, single phase or three phase operating voltages, snow brush kit, nominal temperature rating -40 F to 158 F

2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.

3) A copy of this Amendment must be signed by the Bidder and attached to his bid.

  
JOHN GULINO, PRES

OFFICE OF PURCHASING

**ACKNOWLEDGEMENT  
OF ADDENDUM #3**

Frank Intagliata  
Commissioner of Shared Services

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/26/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> USI Insurance Services, LLC 333 Earle Ovington Blvd., Suite 800 Uniondale, NY 11553		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 516 419-4000 FAX (A/C, No): 877 727-5171 E-MAIL ADDRESS:	
<b>INSURED</b> Residential Fences Corp 1775 Route 25; P.O. Box 430 Ridge, NY 11961		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Harleysville Insurance Company	
		<b>INSURER B:</b> National Union Fire Ins Pittsbu	
		<b>INSURER C:</b> State Insurance Fund	
		<b>INSURER D:</b> Liberty Mutual Fire Insurance C	
		<b>INSURER E:</b>	
<b>INSURER F:</b>		<b>NAIC #</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		MPA00000035630S	07/01/2014	07/01/2015	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		10AS2Z11261520014	02/19/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		BE015761080	07/01/2014	07/01/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	20366837 To Be Issued By State Fund			WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

For Bidding Purposes. BID NUMBER 33013-05265-066 - Requisition No. RQPD15000233 - Anti-Climb Anti-Cut Fencing Furnish and Install.

## CERTIFICATE HOLDER

## CANCELLATION

State of New York  
 County of Nassau  
 Office of Purchasing  
 1 West Street 1st Floor Entrance  
 Mineola, NY 11501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*P. Baum*

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## New York State Insurance Fund

*Workers' Compensation & Disability Benefits Specialists Since 1914*

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100  
Phone: (888) 997-3863

### CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 112200015  
LOVELL SAFETY MGMT CO., LLC  
110 WILLIAM STREET 12TH FLR  
NEW YORK NY 10038

<b>POLICYHOLDER</b> RESIDENTIAL FENCES CORP 1775 RT 25 RIDGE NY 11961		<b>CERTIFICATE HOLDER</b> STATE OF NEW YORK COUNTY OF NASSAU OFFICE OF PURCHASING 1 WEST ST 1ST FL N. ENTRANCE MINEOLA NY 11501	
<b>POLICY NUMBER</b> G2036 683-7	<b>CERTIFICATE NUMBER</b> 864714	<b>PERIOD COVERED BY THIS CERTIFICATE</b> 04/01/2015 TO 04/01/2016	<b>DATE</b> 6/26/2015

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2036 683-7 UNTIL 04/01/2016, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 04/01/2016 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 30 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE DOES NOT APPLY TO THOSE JOB SITES WHICH ARE COVERED BY OTHER INSURANCE AND ARE SPECIFICALLY EXCLUDED BY ENDORSEMENT.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790  
VALIDATION NUMBER: 1058738603



## FORMAL BID RECOMMENDATION

BID NUMBER 33013-05265-066

OPEN June 11, 2015

TITLE: Anti-Climb/Anti-Cut Fencing Furnish and Install

DATE: June 23, 2015

TO: BUYER - FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.  
FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

		Bid Results
		Bidder
<p>Date: June 23, 2015 To: Supervisor From: Buyer: Timothy Funaro</p> <p>List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.</p> <p><i>Timothy Funaro</i> Buyer</p>	Items	Recommend an award be given to Residential Fences Corp. as the lowest responsible bidder meeting specifications and bid terms.
<p>Date: _____</p> <p>To: Director From: Supervisor</p> <p><input type="checkbox"/> <input type="checkbox"/></p> <p>Concur Disagree (See Reverse)</p>		
<p>Date: <u>6/23/15</u></p> <p>To: Buyer From: Director</p> <p><input checked="" type="checkbox"/> Approved for Award</p> <p><input type="checkbox"/> Hold award pending discussion</p> <p><input type="checkbox"/> Subject to Legislature Approval</p> <p><i>[Signature]</i> Director</p>		

## Funaro, Timothy G

---

**From:** Strigaro, Kenneth <KStrigaro@PDCN.ORG>  
**Sent:** Tuesday, June 16, 2015 2:27 PM  
**To:** Funaro, Timothy G  
**Subject:** RE: NCPD MARine Bureau Projects

Tim,  
Spoke with residential fence today. They appear to be doing everything that we asked. What is the next step?

---

**From:** Funaro, Timothy G [mailto:tfunaro@nassaucountyny.gov]  
**Sent:** Monday, June 15, 2015 1:05 PM  
**To:** Strigaro, Kenneth  
**Subject:** RE: NCPD MARine Bureau Projects

The bid amount is \$148,736.00

Tim

---

**From:** Strigaro, Kenneth [mailto:KStrigaro@PDCN.ORG]  
**Sent:** Monday, June 15, 2015 11:50 AM  
**To:** Funaro, Timothy G  
**Subject:** RE: NCPD MARine Bureau Projects

Will do.  
What was their bid amount?

---

**From:** Funaro, Timothy G [mailto:tfunaro@nassaucountyny.gov]  
**Sent:** Monday, June 15, 2015 11:22 AM  
**To:** Strigaro, Kenneth  
**Subject:** RE: NCPD MARine Bureau Projects

Ken,

The fence bid opened the low bidder is Residential Fences I think they are meeting specifications before I make my award do you want to talk to them there phone number is 631-924-3011 the person you need to talk to is John Guillino Residential Fences is the suggest vendor.

---

**From:** Strigaro, Kenneth [mailto:KStrigaro@PDCN.ORG]  
**Sent:** Tuesday, June 09, 2015 11:35 AM  
**To:** Funaro, Timothy G  
**Subject:** RE: NCPD MARine Bureau Projects

Thank you for the update.

---

**From:** Funaro, Timothy G [mailto:tfunaro@nassaucountyny.gov]  
**Sent:** Tuesday, June 09, 2015 10:58 AM  
**To:** Strigaro, Kenneth  
**Subject:** RE: NCPD MARine Bureau Projects

Ken,

The Security System opened the low bidder was Virsig LLC. I recommended them for the award I am doing the paper work to get it to rules.

The fence had to be postponed it will open on 6/11/15

Tim

---

**From:** Strigaro, Kenneth [<mailto:KStrigaro@PDCN.ORG>]

**Sent:** Monday, June 08, 2015 10:02 AM

**To:** Funaro, Timothy G

**Subject:** NCPD Marine Bureau Projects

Tim,

I was out sick last week with the flu. Did you get any responses to the fencing and security system bids?